

21-609. COPY: WHEN ACCEPTANCE OCCURS.

(A) ACCEPTANCE OF A COPY OCCURS WHEN THE PARTY TO WHICH THE COPY IS TENDERED:

(1) SIGNIFIES, OR ACTS WITH RESPECT TO THE COPY IN A MANNER THAT SIGNIFIES, THAT THE TENDER WAS CONFORMING OR THAT THE PARTY WILL TAKE OR RETAIN THE COPY DESPITE THE NONCONFORMITY;

(2) DOES NOT MAKE AN EFFECTIVE REFUSAL;

(3) COMMINGLES THE COPY OR THE INFORMATION IN A MANNER THAT MAKES COMPLIANCE WITH THE PARTY'S DUTIES AFTER REFUSAL IMPOSSIBLE;

(4) OBTAINS A SUBSTANTIAL BENEFIT FROM THE COPY AND CANNOT RETURN THAT BENEFIT; OR

(5) ACTS IN A MANNER INCONSISTENT WITH THE LICENSOR'S OWNERSHIP, BUT THE ACT IS AN ACCEPTANCE ONLY IF THE LICENSOR ELECTS TO TREAT IT AS AN ACCEPTANCE AND RATIFIES THE ACT TO THE EXTENT IT WAS WITHIN CONTRACTUAL USE TERMS.

(B) EXCEPT IN CASES GOVERNED BY SUBSECTION (A)(3) OR (4) OF THIS SECTION, IF THERE IS A RIGHT TO INSPECT UNDER § 21-608 OF THIS SUBTITLE OR THE AGREEMENT, ACCEPTANCE OF A COPY OCCURS ONLY AFTER THE PARTY HAS HAD A REASONABLE OPPORTUNITY TO INSPECT THE COPY.

(C) IF AN AGREEMENT REQUIRES DELIVERY IN STAGES INVOLVING SEPARATE PORTIONS THAT TAKEN TOGETHER COMPRISE THE WHOLE OF THE INFORMATION, ACCEPTANCE OF ANY STAGE IS CONDITIONAL UNTIL ACCEPTANCE OF THE WHOLE.

21-610. COPY: EFFECT OF ACCEPTANCE; BURDEN OF ESTABLISHING; NOTICE OF CLAIMS.

(A) A PARTY ACCEPTING A COPY SHALL PAY OR RENDER THE CONSIDERATION REQUIRED BY THE AGREEMENT FOR THE COPY IT ACCEPTS. ACCEPTANCE OF A COPY PRECLUDES REFUSAL AND, IF MADE WITH KNOWLEDGE OF A NONCONFORMITY IN A TENDER, MAY NOT BE REVOKED BECAUSE OF THE NONCONFORMITY UNLESS ACCEPTANCE WAS ON THE REASONABLE ASSUMPTION THAT THE NONCONFORMITY WOULD BE SEASONABLY CURED. ACCEPTANCE BY ITSELF DOES NOT IMPAIR ANY OTHER REMEDY FOR NONCONFORMITY.

(B) A PARTY ACCEPTING A COPY HAS THE BURDEN OF ESTABLISHING A BREACH OF CONTRACT WITH RESPECT TO THE COPY.

(C) IF A COPY HAS BEEN ACCEPTED, THE ACCEPTING PARTY SHALL:

(1) EXCEPT WITH RESPECT TO CLAIMS OF A TYPE DESCRIBED IN § 21-805(D)(1) OF THIS TITLE, WITHIN A REASONABLE TIME AFTER IT DISCOVERS OR SHOULD HAVE DISCOVERED A BREACH OF CONTRACT, NOTIFY THE OTHER PARTY OF THE BREACH OR BE BARRED FROM ANY REMEDY FOR THE BREACH; AND